

# NORTHSTAR-AT-TAHOE™ RESORT 2011 MOUNTAIN BIKE SEASON PASS

Last Name: \_\_\_\_\_ Phone (Day): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Phone (Eve): \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (Cell): \_\_\_\_\_

Last Name _____	<b>Office Use Only</b>
Account # _____	
New Media _____	
Event _____	
Sales Rep _____	

Full Name	E-mail address (print legibly)	M or F	Age**	Birth Date (mo/day/yr)	Add Resort AutoCharge?	Pass Type	Total Pass Fee
					Yes No		
					Yes No		
					Yes No		
					Yes No		

\*By providing your email address, you will receive an email invitation to sign up for e-newsletters on discounts, resort news and special events. Must be 13 years of age or older. **\*\*Age as of Jan. 1, 2011**

Total \$ \_\_\_\_\_

Method of Payment (circle one)    **Cash**    **Check**    **AMEX**    **Visa/MC**    **DISC**

**PAYMENT** Credit Card# for payment: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

I authorize payment by the above described credit card(s).

**SIGNATURE OF CREDIT CARD HOLDER:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**I HAVE CAREFULLY READ THE LIABILITY RELEASE ON THE BACK OF THIS FORM, I FULLY UNDERSTAND ITS CONTENTS AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) MAY OTHERWISE HAVE.** I agree that this is a Liability Release and Agreement Not to Sue, which will legally prevent me, or any other person, from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I understand that permission to use the resorts, their facilities, premises and equipment is being given to the undersigned participant in exchange for the execution of the Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding my name, age or any other information. This Liability Release and all its components shall survive and continue in force beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Pass Holders under 18 Years Of Age:** As parent or guardian of the child named below (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to indemnify, defend and hold harmless the Releasees for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third party arising in connection with the Child. I acknowledge that I have read and understand this document and am signing it on behalf of the Child, and that the Child and I will be bound by all its terms.

\_\_\_\_\_  
**Print Minor's Name**

\_\_\_\_\_  
**Print Minor's Name**

\_\_\_\_\_  
**Parent/Guardian Signature**

\_\_\_\_\_  
**Date**

***Northstar at Tahoe*® 2011 MOUNTAIN BIKE SEASON PASS**  
**Liability Release, Acknowledgement of Risks and Hazards and Agreement Not To Sue**  
**PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.**

**WARNING:** Use of *Northstar-at-Tahoe*™ Resort facilities, equipment and premises, hereafter “facilities”, including but not limited to: mountain biking, hiking, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions. Bike, hike and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment in the severe elements of mountain terrain. Be alert to all risks, hazards and dangers at these resorts, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), rocks, trees, stumps and other forms of forest growth or debris; tall and slippery grass, water bars, (all of which may, or may not be visible); lift towers and components thereof and other ski area components including lights, fences, posts and signs, pole lines and plainly marked or visible equipment, other equipment, vehicles and machines; collisions with other participants or other persons (whether as a result of failure to ride or participate in these activities within their own ability or otherwise) or collisions with any of the risks identified in this paragraph, or otherwise found in mountain resort environments (whether natural or man-made).

**1. In consideration of being permitted to use the *Northstar-at-Tahoe* Resort facilities, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Trimont Land Company, DBA *Northstar-at-Tahoe* Resort, its parent, subsidiary, affiliated and successor companies, their real and personal property owners, employees, agents, officers, directors, contractors, volunteers and insurers (collectively, the "Releasees") from ALL LIABILITY FOR NEGLIGENCE and any and all claims I might bring as a result of physical injury, including death, or property damage sustained in connection with my use of the *Northstar-at-Tahoe* Resort facilities and premises INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees’ facilities and I am fully responsible for any and all damage or injury of any kind that may result from my use of the Releasees’ facilities. I promise not to bring a claim against or sue the Releasees for any reason and under all circumstances and agree that if anyone is physically injured or property is damaged while I am using the Releasees’ facilities, I will have no right to make a claim or file a lawsuit against the Releasees. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I may cause.**

**2. Applicant(s) will be issued a Season Pass (hereafter “the Pass”) upon presentation of valid ID and proof of age.** Applicant(s) agree to (a) visibly display the Pass when boarding lifts; (b) present the Pass to any *Northstar-at-Tahoe* Resort authorized representative upon request; and (c) refrain from reckless mountain biking or participating in conduct that is not consistent with safe and prudent mountain biking, hiking or recreating in a mountain resort environment, violates any rules, ordinances or the law, acknowledging that the Pass may thereafter be revoked without refund. This includes, but is not limited to mountain biking or hiking in closed areas. The Pass is not transferable and not refundable. In the event the Pass is lost, stolen, broken or unrecognizable, you must pay a non-refundable fee of \$25 for any replacement pass. In all cases, your Pass privileges expire at the close of operations for the current summer season. In some cases and depending on the type of Pass, the Pass may have other restrictions.

**3. I hereby grant permission to the Releasees to use my image(s), picture or other likeness(es), (collectively, “Image”), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.**

**4. I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of myself or my child, at my expense. I agree that upon transporting myself, or my child, to any medical facility, clinic or hospital, the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability, attempt to notify me as soon as possible in the event of an emergency.**

**5. This document is a legally binding contract and supersedes any other agreements or representations by and between the parties, and is governed by the laws of the State of California. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action against Releasees shall be in Placer County, California courts, and such courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect. Season duration or frequency of use is NOT GUARANTEED due to WEATHER and TRAIL CONDITIONS.**

**TO BE SIGNED ON REVERSE SIDE OF THIS DOCUMENT**